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2
3 BILL NO. S-75-06-29

4 SPECIAL ORDINANCE NO. S- 128-75

5 AN ORDINANCE approving a contract with REITH-RILEY
6 CONSTRUCTION COMPANY on Resolution 5688-1975
7 Resurfacing Program

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
9 WAYNE, INDIANA:

10 SECTION 1. That the contracts dated June 16, 1975, between the
11 City of Fort Wayne, by and through its Mayor and the Board of Public Works
12 and RIETH-RILEY CONSTRUCTION COMPANY, INC., for:

13 Contract "A" Resurfacing Hancock St. from S/P/L Maumee Ave.
14 to N/P/L Pittsburg St.; Winch St. from E/P/L Grant Ave. to W/P/L
15 Dubois St.; Clay St. from S/P/L Jefferson St. to N/P/L Brackenridge
16 St.; Pioneer St., Fenker Ave. and Lee St. (Cloverleaf Traffic Loop)
17 from northerly P/L Wayne Trace to northeasterly P/L Wayne Trace;
18 Monroe St. from S/P/L Berry St. to south curb line Hayden St.;
Hanna St. from S/P/L Jefferson St. to S/P/L Creighton Ave. as
platted west; Fairfield Ave. from S/P/L Baker St. to S/P/L
Creighton Ave. - \$235,448.35

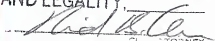
19 Contract "B" Resurfacing Glenwood Avenue from E/P/L Santa Rosa
20 Drive to a point 364 feet east thereof, Vance Avenue from east curb
21 line of Anthony Boulevard to a point 150 feet west of the W/P/L Rolston
22 Street, Kensington Boulevard from S/P/L Lake Avenue to the south
23 curb line of Columbia Avenue - \$78,875.85

24 for a total cost of \$314,324.20, all as more particularly set forth in said contracts
25 which are on file in the Office of the Board of Public Works, and are by reference
26 incorporated herein, made a part hereof and are hereby in all things ratified,
confirmed and approved.

27 SECTION 2. This Ordinance shall be in full force and effect from
28 and after its passage and approval by the Mayor.

29
30 
31 Councilman

32
33
34
35 APPROVED AS TO FORM
AND LEGALITY



Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 6-24-75

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Talarico, and duly adopted, placed on its passage. Passed (~~lost~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINGA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KRAUS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MOSES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCKOLS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TALARICO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATE: 8-7-75

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution, No. S-128-75 on the 8th day of July, 1975.

ATTEST:

(SEAL)

Charles W. Westerman
CITY CLERK

James Stier
PRESIDING OFFICER

M. G. Hornsbeck Chief Deputy
Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of July, 1975, at the hour of 10:00 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 9th day of July, 1975, at the hour of 2:30 o'clock P. M., E.S.T.

James Stier
MAYOR

Bill No. S-75-06-29

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance

Approving a contract with REITH-RILEY CONSTRUCTION COMPANY on Resolution

5688-1975 Resurfacing Program

have had said Ordinance under consideration and beg leave to report back to the Common

Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

John Nuckols

William T. Hinga

Donald J. Schmidt

Wm. T. Hinga, Jr.

John Nuckols
William T. Hinga

D. Schmidt

Concurred
MADE A MATTER OF RECORD
DATE 7-8-75 CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

board of public works

May 27, 1975

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Contracts have been awarded for the 1975 Street Resurfacing program as follows:

Contract "A" - Rieth-Riley Const. Co.	\$235,448.35
Contract "B" - Rieth-Riley Const. Co.	78,875.85
Contract "C" - Dailey Asphalt Products	347,826.20
Contract "D" - Wayne Asphalt & Const.	62,900.05
Contract "E" - Wayne Asphalt & Const.	103,028.75
Contract "F" - Wayne Asphalt & Const.	55,067.00
Contract "G" - Brooks Const. Co.	107,380.68

Due to the urgency for accomplishing these improvements during this construction season and the need for contractors to incorporate this work in their jobs schedule, the Board respectfully requests "Prior Approval" of these contracts.

Upon preparation of the contracts and receipt of contractors' bonds, they will be forwarded for formal approval and Ordinance.

Copies of bid tabulations and project involved are attached.

Sincerely,

BOARD OF PUBLIC WORKS

Carl E. O'Neal

Carl E. O'Neal, Member

CEO:bt

Attachments

cc: Mayor

APPROVED:

[Signatures of Board Members]

MEMBERS OF THE COMMON COUNCIL

ATTEST:

Charles W. Winters
City Clerk

AN EQUAL OPPORTUNITY EMPLOYER

PROJECT 1975 Resurfacing - (Contract "B")

BID ANALYSIS SHEET

OFFICE OF CITY ENGINEER

DATE May 14, 1975

RES. NO. 5688-1975

MATERIAL

FORT WAYNE INDIANA

CONTRACTORS			ESTIMATE	EXTENSION	RIETH-RILEY CONST. CO., INC.		HIPSKIND ASPHALT CORPORATION		WAYNE ASPHALT & CONSTRUCTION CO., INC.		UNIT BID	TOTAL BID
STREETS—ALLEYS—SIDEWALKS	QUAN	UNIT MATERIAL			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID		
1,428	Sq.Yds.	Pavement Removal	5.00	7,140.00	2.30	3,284.40	3.00	4,284.00	5.00	7,140.00		
818	Tons	Hot Asphalt #9 Binder	20.00	16,360.00	21.05	17,218.90	20.00	16,360.00	20.50	16,769.00		
731	Tons	Hot Asphalt A-2 City Mix	20.00	14,620.00	24.35	17,799.85	21.00	15,351.00	22.00	16,082.00		
522	Tons	Hot Asphalt #4 Binder	20.00	10,440.00	21.35	11,144.70	26.00	13,572.00	20.00	10,440.00		
2,200	Lin.Ft.	Curb Removal	2.00	4,400.00	2.00	4,400.00	3.00	6,600.00	3.50	7,700.00		
2,252	Lin.Ft.	New Comb. Curb & Gutter	6.50	14,638.00	6.50	14,638.00	5.50	12,386.00	7.50	16,890.00		
1,965	Gals.	Liquid Asphalt Tack Coat	0.50	982.50	0.80	1,572.00	0.60	1,179.00	0.75	1,473.75		
14	Each	C.B.'x Adjusted to Grade	100.00	1,400.00	150.00	2,100.00	200.00	2,800.00	150.00	2,100.00		
4	Each	M.H.'s Adjusted to Grade	100.00	400.00	150.00	600.00	175.00	700.00	125.00	500.00		
18	Each	Water Valves Set to Grade	40.00	720.00	25.00	450.00	40.00	720.00	45.00	810.00		
66	Sq.Yds.	Sidewalk Removal	5.00	330.00	2.00	132.00	5.00	330.00	5.00	330.00		
600	Sq.Ft.	New Curbface Walk	1.50	900.00	2.00	1,200.00	2.00	1,200.00	2.00	1,200.00		
158	Tons	Topsoil ✓	10.00	1,580.00	10.00	1,580.00	10.00	1,580.00	12.50	1,975.00		
1,200	Sq.Ft.	Mulching, Seeding & Fert.	0.60	720.00	0.75	900.00	1.00	1,200.00	1.50	1,800.00		
232	Cu.Yds.	Common Excavation	5.00	1,160.00	8.00	1,856.00	5.00	1,160.00	5.00	1,160.00		
		TOTALS		\$ 75,790.50		\$ 78,875.85		\$ 79,422.00		\$ 86,369.75		
						Regular		Regular		Regular		
		DISCOUNT				None		None		None		
						4% Over						

62-127-13 4/16/75
CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
Preliminary Meeting _____
Ratification _____

CONTRACT

This Agreement, made and entered into this 16 day of June, 1975

by and between -----RIETH-RILEY CONSTRUCTION CO., INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Contract "B"
Res. No. 5688-75, by resurfacing Glenwood Avenue from E/P/L Santa Rosa Drive to a point 364 feet east thereof, Vance Avenue from east curb line of Anthony Boulevard to a point 150 feet west of the W/P/L Rolston Street, Kensington Boulevard from S/P/L Lake Avenue to the south curb line of Columbia Avenue.

by grading and paving the roadway to a width of ----- feet with -----

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5688-1975 and at the following price per lineal foot:

at the following prices:

Pavement removal	Two dollars and thirty cents, per square yard	2.30
Hot asphalt #9 binder	Twenty One dollars and five cents, per ton	21.05
Hot asphalt A-2 City Mix	Twenty four dollars and thirty five cents, per ton	24.35
Hot asphalt #4 binder	Twenty one dollars and thirty five cents, per ton	21.35
Curb removal	Two dollars and no cents, per lineal foot	2.00
New combination curb and gutter	Six dollars and fifty cents, per lineal foot	6.50

by grading and paving the roadway to a width of _____ feet with _____

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5688-1975 and at the following price per lineal foot _____

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Hot asphalt #9 binder	Twenty One dollars and five cents, per ton	21.05
Hot asphalt A-2 City Mix	Twenty four dollars and thirty five cents, per ton	24.35
Hot asphalt #4 binder	Twenty one dollars and thirty five cents, per ton	21.35
Curb removal	Two dollars and no cents, per lineal foot	2.00
New combination curb and gutter	Six dollars and fifty cents, per lineal foot	6.50
Liquid asphalt tack coat	Eighty cents, per gallon	.80
Catch basin adjusted and set to grade	One hundred fifty dollars and no cents, per each	150.00
Manholes adjusted and set to grade	One hundred fifty dollars and no cents, per each	150.00
Water valves adjusted and set to grade	Twenty five dollars and no cents, per each	25.00
Sidewalk removal	Two dollars and no cents, per square yard	2.00
New curbface walk	Two dollars and no cents, per square foot	2.00
Topsoil	Ten dollars and no cents, per ton	10.00
Mulching, seeding, and fertilizer	Seventy five cents, per square yard	.75
Common excavation	Eight dollars and no cents, per cubic yard	8.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5688-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally in accordance with instructions to bidders and in all respects completed on or before October 1, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this

day of _____, 19____

RIEHL-RILEY CONSTRUCTION CO., INC.

BY: Charles S. Skurran

ITS:

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Carl E. O'Neal

John H. [Signature]
City Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

[Signature]
CITY ATTORNEY

GUARANTY BOND

Know All Men by These Presents, That we Rieth-Riley Construction Co., Inc.,

311 West Madison, Goshen, Indiana Contractors

as principal, and Reliance Insurance Company, "Philadelphia,

Pennsylvania as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Seventy Eight

Thousand Eight Hundred Seventy Five Dollars and 85/100

(\$ 78,875.85)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said Rieth-Riley

Construction Co., Inc.

did on the Twenty Seventh day of May, 1975

, enter into a contract with the City of Fort Wayne to construct a
Resurfacing seven streets in the 2nd Councilmanic District.

Resolution 5688-1975. Contract B.

according to certain plans and specifications, and
also warranting and guaranteeing the work, for a period of three (3) years
material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said Rieth-Riley Construction Co.

shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this Twenty Seventh day of May, 1975

Rieth-Riley Construction Co., Inc.

Chester L. Skwarcan (SEAL)

Chester L. Skwarcan, Division Manager

Leonard C. Baumann (SEAL)

Reliance Insurance Co.

Leonard C. Baumann, Attorney-in-Fact

Approved this 16 day of June, 1975

Board of Public Works.

GUARANTY BOND

Know All Men by These Presents, That we-----
-----RIETH-RILEY CONSTRUCTION CO., INC.-----Contractors

as principal, and RELiance INSURANCE COMPANY of PHILADELPHIA, PENNSYLVANIA-----
-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Seventy Eight
Thousand Eight Hundred Seventy Five Dollars and Eighty Five Cents-----

-----(\$78,875.85)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----RIETH-RILEY CONSTRUCTION CO., INC.-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct a

Contract "B"
OK ~~XXXXXX~~ Res. No. 5688-75, by resurfacing

Glenwood Avenue from E/P/L Santa Rosa Drive to a point 364 feet east thereof,-----

Vance Avenue from east curb line of Anthony Boulevard to a point 150 feet west

of the W/P/L Rolston Street, Kensington Boulevard from S/P/L Lake Avenue to the

south curb line of Columbia Avenue-----according to certain plans and specifications, and

for a period of three (3) years

also warranting and guaranteeing the work, material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said-----

RIETH-RILEY CONSTRUCTION, CO., INC.-----shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this-----day of-----

RIETH-RILEY CONSTRUCTION CO., INC. (SEAL)

By: Robert S. Skowron

ITS: (SEAL)

Approved this 16 day of June, 1975

Board of Public Works.

LIABILITY BOND

Where All Men by These Presents, That we Rieth-Riley Construction Co.,
Inc., 311 W. Madison, Goshen, Indiana

as principal, and Reliance Insurance Company, Philadelphia,
Pennsylvania

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Seventy
Eight Thousand Eight Hundred Seventy Five Dollars and 85/100
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

(\$78,875.85)

The conditions of the above obligation are such, that if the above named party of the first part shall
faithfully comply with the foregoing contract made and entered into the Twenty Seventh

day of May, 1975, with the City of Fort Wayne, Indiana, and shall faithfully fulfill
all the conditions and stipulations therein contained, except the warranty and guaranty of the pave-
ment as to the workmanship, material and conditions for the period of three (3) years, according to the
true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and re-
main in full force and virtue in law and in the event the said City shall extend the time for the comple-
tion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this Twenty Seventh day of May, 1975

Rieth-Riley Construction Co., Inc. (SEAL)

Chester L. Swarczan (SEAL)
Chester L. Swarczan, Division Manager
Leonard C. Baumann (SEAL)
Reliance Insurance Co.
Leonard C. Baumann, Attorney-in-Fact
(SEAL)

Approved this 16 day of June, 1975

[Signature]
Carl E. O'Neal

Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we-----

RIETH-RILEY CONSTRUCTION CO., INC.

as principal, and RELIANCE INSURANCE COMPANY of PHILADELPHIA, PENNSYLVANIA-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Seventy Eight Thousand Eight Hundred Seventy Five Dollars and Eighty Five Cents for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$78,875.85)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this _____ day of _____

RIETH-RILEY CONSTRUCTION CO., INC. (SEAL)

BY: Chester S. Stewer (SEAL)

ITS: _____ (SEAL)

(SEAL)

Approved this 16 day of June, 1975

Carl E. O'Neal

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

May 30, 1975

RE:

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY AND JUNE, 1975.

in compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	HOW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	9.95	35c	55c			3if
BOILERMAKER	S	10.05	50	1.00		1c	
BRICKLAYER	S	8.89	30	25		1	
CARPENTER (BUILDING)	S	8.31		6%		4	2if
(HIGHWAY)	S	9.01	47	40		5	2if
CEMENT MASON	S	8.30	40				
ELECTRICIAN	S	9.10	30	17 1/30		4	
ELEVATOR CONSTRUCTOR	S	8.77	44 1/2	29	7%	2	
GLAZIER	S	8.24	12		25	4	35Cholida
IRON WORKER	S	9.70	55	65		1	
LABORER (BUILDING)	S-SS						
(HIGHWAY)	US	5.95-6.25	35	30		7	
(SEWER)	S-SS	5.90-6.05	35	30		7	
	S-SS	6.25-7.33	35	30		7	
LATHER	S	8.20		25		1	3if
MILLWRIGHT & PILEDRIVER	S	8.64		6%		4	2if
OPERATING ENGINEER (BUILDING)	S-SS						
(HIGHWAY)	US	6.75-9.15	40	40		5	
(SEWER)	S-SS-US	6.61-8.30	30	30		5	
	S-SS-US	7.07-9.27	40	40		5	
PAINTER	S	7.49-8.49	32	25		7	
PLASTERER	S	7.91	40				
PLUMBER & STEAMFITTER	S	9.20	30	65		7	4if
MOSAIC & TERRAZZO GRINDER	S	6.65-8.50					
ROOFER	S	8.40		10			
SHEETMETAL WORKER	S	9.19	35	30		4	9if
TEAMSTER (BUILDING)	S-SS						
(HIGHWAY)	US	6.68-7.63	16pw	17pw			
	S-SS-US	6.56-7.16	16pw	17pw			

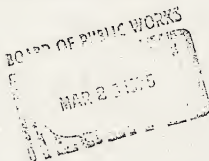
IF ANY CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS ^{21st} DAY OF March, 19 75

Walter T. H. H.
 REPRESENTING GOVERNOR, STATE OF INDIANA

Charles J. H.
 REPRESENTING THE AWARDED AGENT.

Edw. M. H.
 REPRESENTING STATE A.F.L. & C.I.O.



RELiance INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Leonard C. Baumann of Coshen, Indiana

its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or re-adopted:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 10th day of January 1973

RELiance INSURANCE COMPANY



R. Marlink
Vice-President

STATE OF Pennsylvania }
COUNTY OF Philadelphia } ss.

On this 10th day of January, 1973, personally appeared R. Marlink

, to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

My Commission Expires:

April 26, 1976



Mercile Stillberger

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, W. F. Brunner, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by the RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 27th day of May, 1973



W. F. Brunner
Assistant Secretary

LIBERTY MUTUAL

LIBERTY MUTUAL



LIBERTY MUTUAL INSURANCE COMPANY • LIBERTY MUTUAL FIRE INSURANCE COMPANY • SIOUX

This is to Certify that

Rieth-Riley Construction Company, Inc.
311 West Madison Street
Goshen, Indiana 46526

Name and
address of
insured.

cc: Rieth-Riley Construction Company, Inc.

is, at the date of this certificate, insured by the Company for the types of insurance and in accordance with the limits of liability, exclusions, conditions, and other terms of the policies hereinafter described. This certificate of insurance neither affirmatively or negatively amends, extends or alters the coverage afforded by the policies listed below.

TYPE OF POLICY		EXPIRATION DATE	POLICY NUMBER	LIMITS OF LIABILITY	
WORKMEN'S COMPENSATION		2/1/76	WCL-141-013856-035	COVERAGE AFFORDED UNDER W.C. LAW OF FOLLOWING STATE(S): Indiana, Illinois, Michigan	LIMIT OF LIABILITY-COV. B \$100,000 <small>(INDICATE LIMIT FOR EACH STATE)</small>
GENERAL LIABILITY	<input checked="" type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> SCHEDULE FORM <input checked="" type="checkbox"/> PRODUCTS COMPLETED OPERATIONS <input checked="" type="checkbox"/> Blanket Contractual <input type="checkbox"/>	2/1/76	LGL-141-013856-045	BODILY INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 AGGREGATE	PROPERTY DAMAGE \$1,000,000 EACH OCCURRENCE \$1,000,000 AGGREGATE
AUTO LIABILITY	<input checked="" type="checkbox"/> OWNED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> HIRED	2/1/76	AEL-141-013856-055	\$1,000,000 EACH PERSON \$1,000,000 EACH ACCIDENT OR OCCURRENCE	\$1,000,000 EACH ACCIDENT OR OCCURRENCE
OTHER					
LOCATION(S) OF OPERATIONS & JOB # (If Applicable)			DESCRIPTION OF OPERATIONS:		
CCL - Various Streets in Fort Wayne			Resurfacing and reconstruction of streets		

*Coverage for explosion, collapse and underground property damage included.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW).

BETWEEN THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES PRIOR TO _____ DAYS AFTER NOTICE OF SUCH CANCELLATION OR REDUCTION HAS BEEN MAILED TO

City of Fort Wayne
Office of Public Works
City County Building - 1 Main Street
Fort Wayne, IN 46802

A. W. Swiler

AUTHORIZED REPRESENTATIVE

South Bend, Indiana

OFFICE

6/19/75

• 1975 Asphalt Resurfacing

OFFICE OF CITY ENGINEER

FORT WAYNE INDIANA

8% over Est.

62-126-8 6/14/75

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
Preliminary Meeting _____
Ratification _____

CONTRACT

This Agreement, made and entered into this 16 day of June, 1975

by and between -----RIETH-RILEY CONSTRUCTION CO., INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

Contract "A"
Res. No. 5688-75, by resurfacing Hancock St. from S/P/L Maumee Ave. to N/P/L
Pittsburg St.; Winch St. from E/P/L Grant Ave. to W/P/L Dubois St.; Clay St.
from S/P/L Jefferson St. to N/P/L Brackenridge St.; Pioneer St., Fenker Ave.,
and Lee St. (Cloverleaf Traffic Loop) from northerly P/L Wayne Trace to
northeasterly P/L Wayne Trace; Monroe St. from S/P/L Berry St. to south curb
line Hayden St.; Hanna St. from S/P/L Jefferson St. to S/P/L Creighton Ave. as
platted west; Fairfield Ave. from S/P/L Baker St. to S/P/L Creighton Ave.

by grading and paving the roadway to a width of ----- feet with -----

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5688-1975 and at the following price per lineal foot -----

at the following prices:

Pavement removal	Three dollars and thirty cents, per square yard	3.30
Hot asphalt #9 binder	Twenty dollars and ninety cents, per ton	20.90
Hot asphalt A-2 City Mix	Twenty three dollars and seventy cents, per ton	23.70
Hot asphalt #4 binder	Nineteen dollars and ninety cents, per ton	19.90
Curb removal	Two dollars and no cents, per lineal foot	2.00
New 6" x 18" curb	Five dollars and no cents, per	5.00

and Lee St. (Cloverleaf Traffic Loop) from northerly P/L Wayne Trace to northeasterly P/L Wayne Trace; Monroe St. from S/P/L Berry St. to south curb line Hayden St.; Hanna St. from S/P/L Jefferson St. to S/P/L Creighton Ave. as platted west; Fairfield Ave. from S/P/L Baker St. to S/P/L Creighton Ave.

by grading and paving the roadway to a width of ----- feet with -----

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5688-1975 and at the following price per lineal foot -----

at the following prices:

Pavement removal	Three dollars and thirty cents, per square yard	3.30
Hot asphalt #9 binder	Twenty dollars and ninety cents, per ton	20.90
Hot asphalt A-2 City Mix	Twenty three dollars and seventy cents, per ton	23.70
Hot asphalt #4 binder	Nineteen dollars and ninety cents, per ton	19.90
Curb removal	Two dollars and no cents, per lineal foot	2.00
New 6" x 18" curb	Five dollars and no cents, per lineal foot	5.00
Liquid asphalt tack coat	Seventy cents, per gallon	.70
Catch basins adjusted and set to grade	One hundred seventy five dollars and no cents, per each	175.00
Manholes adjusted and set to grade	One hundred dollars and no cents, per each	100.00
Water valves adjusted and set to grade	Twenty five dollars and no cents, per each	25.00
#73 crushed stone	Eight dollars and fifty cents, per ton	8.50
New 12" R.C.P. Class IV	Eleven dollars and no cents, per lineal foot	11.00
New standard inlets	Five hundred dollars and no cents, per each	500.00
Common excavation	Six dollars and sixty cents, per cubic yard	6.60
Top soil	Ten dollars and no cents, per ton	10.00
State "B" Mix	Twenty two dollars and sixty cents, per ton	22.60
Seeding, mulching and fertilizer	Seventy five cents, per square yard	.75

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5688-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally in accordance with instructions to bidders and in all respects completed on or before October 1, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right, shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____ day of _____, 19____

HEITH RILEY CONSTRUCTION CO., INC.

BY: [Signature]

ITS. D. V. MGR.

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[Signature]
Carl E. O'Neal

[Signature]
Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

[Signature]
CITY ATTORNEY

GUARANTY BOND

Know All Men by These Presents, That we Rieth-Riley Construction Co., Inc.,

311 W. Madison, Goshen, Indiana

Contractors

as principal, and Reliance Insurance Company, Philadelphia, Pennsylvania

as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of

Two Hundred Thirty Five Thousand Four Hundred Forty Eight Dollars

and 35/100

(\$235,448.35)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said Rieth-Riley

Construction Co., Inc.

did on the Twenty Seventh day of May

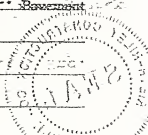
1975

, enter into a contract with the City of Fort Wayne to construct a

Resurfacing seven streets in the 1st Councilmanic District.

Improvement

on Resolution 5688-1975, Contract A.



according to certain plans and specifications, and

also warranting and guaranteeing the work, for a period of three (3) years

in aforesaid contract and specifications. Now if the said Rieth-Riley Construction Co.

shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this Twenty Seventh day of May, 1975

Rieth-Riley Construction Co. (SEAL)

Chester L. Skvarcan, Division Manager

Reliance Insurance Co. (SEAL)

Leonard C. Baumann, Attorney-in-Fact

Approved this 16 day of June, 1975

Carl E. O'Neal

Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

GUARANTY BOND

Know All Men by These Presents, That we-----

RIETH-RILEY CONSTRUCTION CO., INC.-----

Contractors

as principal, and RELIANCE INSURANCE COMPANY of PHILADELPHIA, PENNSYLVANIA-----

as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Two Hundred Thirty

Five Thousand Four Hundred Forty Eight Dollars and Thirty Five Cents-----

235,448.35

(\$-----)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

RIETH-RILEY CONSTRUCTION CO., INC.-----

did on the----- day of-----

enter into a contract with the City of Fort Wayne to construct a

Pavement

Contract "A"

~~XXXXXX~~ Res. No. 5688-75, by resurfacing
Hancock St. from S/P/L Maumee Ave. to N/P/L Pittsburgh St.; Winch St. from E/P/L
Grant Ave. to W/P/L Dubois St.; Clay St. from S/P/L Jefferson St. to N/P/L
Brackenridge St.; Pioneer St., Fenker Ave., and Lee St. (Cloverleaf Traffic
Loop) from northerly P/L Wayne Trace to northeasterly P/L Wayne Trace; Monroe
St. from S/P/L Berry St. to south curb line Hayden St.; Hanna St. from S/P/L
Jefferson St. to S/P/L Creighton Ave. as platted west; Fairfield Ave. from
S/P/L Baker St. to S/P/L Creighton Ave.

according to certain plans and specifications, and

for a period of three (3) years

also warranting and guaranteeing the work, material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said-----

RIETH-RILEY CONSTRUCTION CO., INC.----- shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this----- day of-----

RIETH-RILEY CONSTRUCTION CO., INC. (SEAL)

BY: *Charles J. Dewore* (SEAL)

ITS: (SEAL)

Approved this----- day of-----

Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

LIABILITY BOND

Know All Men by These Presents, That we Rieth-Riley Construction Co., Inc.,

311 West Madison, Goshen, Indiana

as principal, and Reliance Insurance Company, Philadelphia,

Pennsylvania

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Two Hundred

Thirty Five Thousand Four Hundred Forty Eight Dollars and 35/100

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$ 235,448.35)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the Twenty Seventh

day of May, 1975

, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this Twenty Seventh day of May, 1975

Rieth-Riley Construction Co., Inc. (SEAL)

Chester L. Skwarcan (SEAL)

Chester L. Skwarcan, Division Manager

Leonard C. Baumann (SEAL)

Reliance Insurance Co.

Leonard C. Baumann, Attorney-in-Fact (SEAL)

Approved this

16

day of

June, 1975

Paul E. O'Neal

Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we _____

-----RIETH-RILEY CONSTRUCTION CO., INC.-----

as principal, and RELIANCE INSURANCE COMPANY of PHILADELPHIA, PENNSYLVANIA-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Two Hundred
Thirty Five Thousand Four Hundred Forty Eight Dollars and Thirty Five Cents
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

235,448.35
(\$)

The conditions of the above obligation are such, that if the above named party of the first part shall
faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill
all the conditions and stipulations therein contained, except the warranty and guaranty of the pave-
ment as to the workmanship, material and condition for the period of three(3) years, according to the
true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and re-
main in full force and virtue in law and in the event the said City shall extend the time for the comple-
tion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this _____ day of _____

RIETH RILEY CONSTRUCTION CO., INC. (SEAL)

BY: Charles J. Newman (SEAL)

ITS: _____ (SEAL)

(SEAL)

Approved this 16 day of June, 1975

Charles O'Neal

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

May 30, 1975

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

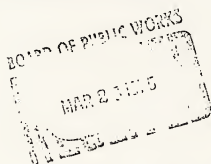
We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY AND JUNE, 1975.
 In compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION

	CLASS	RATE PER HR.	HOW	PER	VAC	APP.	MISC.
ASBESTOS WORKER	S	9.95	35c	55c			31c
BOILERMAKER	S	10.05	50	1.00		1c	
BRICKLAYER	S	8.89	30	25		1	
CARPENTER (BUILDING)	S	8.31		6%		4	21c
(HIGHWAY)	S	9.01	47	40		5	21c
CEMENT MASON	S	8.30	40				
ELECTRICIAN	S	9.10	30	17+30		4	
ELEVATOR CONSTRUCTOR	S	8.77	44½	29	7%	2	
GLAZIER	S	8.24	12		25	4	35c/holiday
IRON WORKER	S	9.70	55	65		1	
LABORER (BUILDING)	S-SS	5.95-6.25	35	30		7	
(HIGHWAY)	US	5.90-6.05	35	30		7	
(SEWER)	S-US-SS	6.25-7.33	35	30		7	
LATHER	S	8.20		25		1	31c
MILLWRIGHT & PILEDRIVER	S	8.64		6%		4	21c
OPERATING ENGINEER (BUILDING)	S-SS	6.75-9.15	40	40		5	
(HIGHWAY)	US	6.61-8.30	30	30		5	
(SEWER)	S-SS-US	7.07-9.27	40	40		5	
PAINTER	S	7.49-8.49	32	25		7	
PLASTERER	S	7.91	40				
PLUMBER & STEAMFITTER	S	9.20	30	65		7	41c
MOSAIC & TERRAZZO GRINDER	S	6.65-8.50					
ROOFER	S	8.40		10			
SHEETMETAL WORKER	S	9.19	35	30		4	91c
TEAMSTER (BUILDING)	S-SS	6.68-7.63	16pw	17pw			
(HIGHWAY)	US	6.56-7.16	16pw	17pw			

IF ANY CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 21st DAY OF March, 1975



Walter T. H. H.
 REPRESENTING GOVERNOR, STATE OF INDIANA

Charles J. H.
 REPRESENTING THE AWARDED AGENT.

Frank M. H.
 REPRESENTING STATE A.F.L. & C.I.O.

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Leonard C. Baumann of Goshen, Indiana

its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of suretyship, _____

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 10th day of January, 1973

RELIANCE INSURANCE COMPANY



R. Marlink
Vice-President

STATE of Pennsylvania } ss.
COUNTY OF Philadelphia }

On this 10th day of January, 1973, personally appeared R. Marlink

, to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

My Commission Expires:

April 26, 1976



Mercile Stellberger

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, W. F. Brunner, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by the RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 27th day of May, 1975



W. F. Brunner
Assistant Secretary

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

S-75-06-29 ✓

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with Rieth-Riley Construction Company in
amount of \$235,448.35 for Contract A and \$78,875.85 for Contract B, Resolution
5688-1975, 1975 Resurfacing program.

SEE "PRIOR APPROVAL" AND BID TABULATION AND CONTRACTS ATTACHED

EFFECT OF PASSAGE Provide for necessary improvements.

EFFECT OF NON-PASSAGE Unable to complete project.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$235,448.35 and \$78,875.85
cost to City.

ASSIGNED TO COMMITTEE _____

Public Works
JSP